

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

TRANSEL ELEVATOR & ELECTRIC, INC.
d/b/a T.E.I. GROUP

CIVIL ACTION NO.:
2:23-cv-02307-SDW-JSA

Plaintiff,

v.

CROWN ENERGY SERVICES, INC. D/B/A
ABLE ENGINEERING SERVICES, ABM
INDUSTRIES, JANE AND JOHN DOE 1-10,
ABC LLC'S 1-10 AND XYZ CORPORATION
1-10,

Defendants.

**DEFENDANT CROWN ENERGY SERVICES, INC. d/b/a ABLE ENGINEERING
SERVICES' ANSWER TO THE AMENDED COMPLAINT,
SEPARATE DEFENSES AND JURY DEMAND**

Defendant Crown Energy Services, Inc. d/b/a Able Engineering Services (hereinafter referred to as "Defendant"), by way of Answer to the Amended Complaint of the Plaintiff, alleges and says:

PARTIES

1. Admitted.
2. Denied to the extent that the acquisition was completed in September 2021.
3. Defendant neither admits nor denies Paragraph 3 as it is not directed against this Defendant.
4. Paragraph 4 requires no response.

JURISDICTION AND VENUE

5. Defendant makes no response to the legal conclusions contained within Paragraph 5.
6. Denied. This matter is no longer subject to the New Jersey Court Rules.

FACTUAL BACKGROUND

7-21. Defendant makes no response to the legal conclusions contained within Paragraphs 7 through 21. Otherwise, the operative contract documents speak for themselves. To the extent these Paragraphs can be construed as alleging Defendant is liable to Plaintiff, they are denied.

22. Denied.

23. Denied.

24. Denied.

COUNT ONE

25. Defendant repeats and realleges its answers to all of the allegations contained within Paragraphs 1 through 24 of the Amended Complaint and incorporates same herein as if set forth at length.

26. Denied.

27. Denied.

28. Denied.

29. Denied.

30. Denied.

WHEREFORE, Defendant, Crown Energy Services, Inc. d/b/a Able Engineering Services, demands judgment dismissing Paragraphs 1 through 30, as well as the First Count of the

Amended Complaint, together with counsel fees, interest, cost of suit and such other relief as this court may deem just and equitable.

COUNT TWO

31. Defendant repeats and realleges its answers to all of the allegations contained within Paragraphs 1 through 30, as well as the First Count of the Amended Complaint and incorporates same herein as if set forth at length.

32. Defendant makes no response to Paragraph 32, as it is purely a legal conclusion.

33. Denied.

34. Denied.

35. Denied.

WHEREFORE, Defendant, Crown Energy Services, Inc. d/b/a Able Engineering Services, demands judgment dismissing Paragraphs 1 through 35, as well as the First and Second Counts of the Amended Complaint, together with counsel fees, interest, cost of suit and such other relief as this court may deem just and equitable.

COUNT THREE

36. Defendant repeats and realleges its answers to all of the allegations contained within Paragraphs 1 through 35, as well as the First and Second Counts of the Amended Complaint and incorporates same herein as it set forth at length.

37. Admitted in part. Defendant denies that Plaintiff provided the services in question in compliance with the operative contracts.

38. Defendant makes no response to the legal conclusions contained within Paragraph 38. Otherwise, the operative contract documents speak for themselves. To the extent this Paragraph can be construed as alleging Defendant is liable to Plaintiff, it is denied.

39. Denied.

40. Denied.

WHEREFORE, Defendant, Crown Energy Services, Inc. d/b/a Able Engineering Services, demands judgment dismissing Paragraphs 1 through 40, as well as the First, Second and Third Counts of the Plaintiff's Complaint, together with counsel fees, interest, cost of suit and such other relief as this court may deem just and equitable.

COUNT FOUR

41. Defendant repeats and realleges its answers to all of the allegations contained within Paragraphs 1 through 40, as well as the First, Second and Third Counts of the Amended Complaint and incorporates same herein as if set forth at length.

42-49. Defendant makes to response to Paragraphs 42 through 49 as they are not directed against this Defendant.

WHEREFORE, Defendant, Crown Energy Services, Inc. d/b/a Able Engineering Services makes no response to Count Four.

SEPARATE DEFENSES

FIRST SEPARATE DEFENSE

Plaintiff's Complaint fails to set forth a cause of action upon which relief can be granted.

SECOND SEPARATE DEFENSE

This defendant is guilty of no negligence, no actual fault and no failure to act.

THIRD SEPARATE DEFENSE

The damages alleged in plaintiff's Complaint are the result of intervening and/or superseding acts of negligence on the part of persons and/or entities over whom this defendant had no control or the right of control and for whose actions this defendant is not liable.

FOURTH SEPARATE DEFENSE

Plaintiff's claims are barred by the applicable Statute of Limitations.

FIFTH SEPARATE DEFENSE

Plaintiff's claims are barred or, at the very least, the damages to which its entitled should be reduced by virtue of the Doctrine of Avoidable Consequences.

SIXTH SEPARATE DEFENSE

This defendant denies that it breached any duty due and owing to the plaintiff.

SEVENTH SEPARATE DEFENSE

The acts or omissions complained of in the plaintiff's Complaint were caused by and/or are attributable to persons or entities over whom this defendant had no control or right of control and for whose actions this defendant is not liable.

EIGHTH SEPARATE DEFENSE

The damages to which plaintiff alleges they are entitled should be reduced by virtue of the Doctrine of Mitigation of Damages.

NINTH SEPARATE DEFENSE

Plaintiff is estopped from asserting its claims for damages against this defendant.

TENTH SEPARATE DEFENSE

Plaintiff's conduct operates as a waiver of a right to recovery against this defendant.

ELEVENTH SEPARATE DEFENSE

Plaintiff's claims are barred by the doctrine of laches.

TWELFTH SEPARATE DEFENSE

Service upon this defendant was improper.

THIRTEENTH SEPARATE DEFENSE

Plaintiff's alleged damages must be reduced by virtue of the collateral source rule.

FOURTEENTH SEPARATE DEFENSE

Plaintiff's Complaint should be dismissed pursuant to the doctrine of accord and satisfaction.

FIFTEENTH SEPARATE DEFENSE

Plaintiff's Complaint should be dismissed pursuant to the doctrine of collateral estoppel.

SIXTEENTH SEPARATE DEFENSE

Plaintiff's Complaint should be dismissed pursuant to the statute of frauds.

SEVENTEENTH SEPARATE DEFENSE

Plaintiff's Complaint should be dismissed pursuant to the doctrine of unclean hands.

EIGHTEENTH SEPARATE DEFENSE

Plaintiff breached its contract with this defendant.

NINETEENTH SEPARATE DEFENSE

Plaintiff's claim regarding the existence of a contract must fail due to the absence of valid and adequate consideration.

TWENTIETH SEPARATE DEFENSE

Plaintiff's Complaint should be dismissed due to the fact that it is unable to establish all of the requisite elements of an enforceable contract.

TWENTY FIRST SEPARATE DEFENSE

Plaintiff's Complaint must be dismissed due to the fact that it failed to fulfill all of its contractual obligations doing owing to this defendant.

TWENTY SECOND SEPARATE DEFENSE

Defendant paid plaintiff all sums actually due and owing for services plaintiff provided.

TWENTY THIRD SEPARATE DEFENSE

To the extent a dispute existed between plaintiff and defendant in terms of money owed by plaintiff to defendant, said dispute has already been settled in its entirety.

TWENTY FOURTH SEPARATE DEFENSE

Defendant incorporates by reference any and all defenses available in the operative contracts.

TWENTY FOURTH SEPARATE DEFENSE

Defendant reserves the right to assert additional defenses and/or supplement, alter, amend and change their Answer upon the revelation of more definite facts from the various parties to this suit and completion of further discovery and investigation.

JURY DEMAND

Defendant hereby demands a jury for all such issues which are triable.

DEMAND FOR SPECIFICATION OF MONEY DAMAGES

Defendants hereby demand that Plaintiff serve within fourteen (14) days of the date of service upon you a written specification of the amount of money damages claimed pursuant to Local Civil Rule 8.1.

/s/ Richard F. Connors, Jr.
Richard F. Connors, Jr.
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*Attorneys for Defendant Crown Energy Services, Inc.
d/b/a Able Engineering Services*

LOCAL RULE 11.2 CERTIFICATION

PURSUANT to Local Rule 11.2, the undersigned hereby certifies that to my knowledge this litigation is not the subject of any other pending civil action or arbitration.

/s/ Richard F. Connors, Jr.
Richard F. Connors, Jr.
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CERTIFICATION OF SERVICE

I hereby certify that on this date, this Answer was filed and served by way of e-filing upon all counsel of record.

/s/ Richard F. Connors, Jr.
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